

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING C9E	PAGE 1 OF 47 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00178-05-R-1022		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 22 Mar 2005	
7. ISSUED BY NSWCDD ATTN: XDS11 (BLD 183 RM 102) (XDS11@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100		CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: (540) 653-7478 FAX: (540) 653-7088				TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG 183, FIRST FLR, RM 102</u> until <u>02:00 PM</u> local time <u>20 Apr 2005</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME CONTRACT BRANCH XDS11		B. TELEPHONE (Include area code) (NO COLLECT CALLS) TEL: (540) 653-7478		C. E-MAIL ADDRESS XDS11@NSWC.NAVY.MIL	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
VENDOR PAY (CODE XDM24I)
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		75	Each		

FFP

The contractor shall provide for the manufacture of a minimum quantity of 25 and a maximum quantity of 75 Shroud Fragmenting Assemblies in accordance with Naval Sea Systems Command (NAVSEA) Drawing No. 7497407.

FOB: Destination

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002				NTE	\$29,000.00

FFP

The contractor shall provide for the manufacture of miscellaneous hardware, as required, and AFT Plates in accordance with NAVSEA Drawing No. 7497409.

FOB: Destination

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP*

FFP

The contractor shall provide data in accordance with attached Contract Data Requirements List, which includes a Quality Assurance Data Package for each unit in accordance with Standard Missile Sampling Plan to be provided by the Government upon contract award. The contractor shall maintain traceability through Standard Missile Manufacturing Plan.
FOB: Destination

NET AMT

*Not Separately Priced

Section C - Descriptions and Specifications

DESCRIPTIONS / SPECIFICATIONS

The contractor must be qualified for the production of Shroud Fragmenting Assemblies (SFA) in accordance with Standard Missile Target Detecting Device MK 45 MODS 9, 10, 11, 12 and 14 Rev. A MD 56262 dated September 2001.

The fabrication of Shroud Fragmenting Assemblies and SFA component hardware will be required on an intermittent basis by NSWCCD in support of subject tasking. Specifically, it is estimated that NSWCCD will require the procurement of 25 Affordable Weapon System (AWS) Shroud Fragmenting Assemblies (SFA), up to 50 additional units as requested, and miscellaneous SFA hardware components. NSWCCD will place orders on an as-required basis in accordance with the established Schedule (Section B) pricing and the delivery schedule identified in Section F and at the Delivery Order level.

C. The contractor shall provide manufacturing support to the Affordable Weapons System (AWS) Program under an Indefinite Delivery/Indefinite Quantity Contract. Specifically, the contractor may be asked via issuance of delivery orders to provide the following:

C.1 Manufacture 25 Shroud Fragmenting Assemblies in accordance with Naval Sea Systems Command (NAVSEA) Drawing No. 7497407.

C.1.2 Manufacture up to 50 additional Shroud Fragmenting Assemblies, in accordance with Naval Sea Systems Command (NAVSEA) Drawing No. 7497407.

C.1.3 Manufacture miscellaneous SFA hardware and AFT Plates in accordance with NAVSEA Drawing No. 7497409.

C.1.4 The contractor shall provide a Quality Assurance Data Package on each unit in accordance with the STANDARD Missile Sampling Plan to be provided by the Government upon contract award.

C.1.5 The contractor shall maintain traceability through STANDARD Missile Manufacturing Plan to be provided by the Government upon contract award.

CLAUSES INCORPORATED BY FULL TEXT

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCCD badge prior to the

employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal __ dated __ in response to NSWCCD Solicitation No. N00178-05-R-1022.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Ddl-D10 PREPARATION FOR SHIPMENT (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging, packing, and marking shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging." The following additional markings apply: []

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 dys. ADC		NSWCDD KRAIG RICHARDSON RECEIVING OFFICER, BLDG. 125 17320 DAHLGREN RD DAHLGREN VA 22448-5100 FOB: Destination	N00178
0002	2 yrs. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00178
0003	2 yrs. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00178

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

CLINS	REQUIRED DELIVERY SCHEDULE
0001	Within 90 days after receipt of delivery order
0002	Within 90 days after receipt of delivery order
0003	As identified in the DD 1423 at the basic contract and/or Delivery Order.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of 25 units; the maximum quantity is 75 units or Ceiling Price as set forth in the schedule. The maximum quantity is not to be exceeded.

Ddl-G11 CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

[to be completed at contract award]

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All NSWCD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.

(e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with 3 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.204-7000 Disclosure Of Information

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

DdI-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

DdI-H32 CONTRACTOR'S RESPONSIBILITY FOR LOSS OR DAMAGE

The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

DdI-H45 ENGINEERING CHANGES

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to incorporate new technology, to save energy, or to satisfy increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a priced change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This ENGINEERING CHANGES clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the change(s) during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "CHANGES" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552)

DdI-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997

52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustmentst)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Property Records	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Apr 2003) - Alternate I	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **forty-five** days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7022 RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER
(APR 2003)

(a) This clause applies if the end product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

(b) PAN carbon fibers contained in the end product shall be manufactured in the United States or Canada using PAN precursor produced in the United States or Canada.

(c) The Contracting Officer may waive the requirement in paragraph (b) of this clause in whole or in part. The Contractor may request a waiver from the Contracting Officer by identifying the circumstances and including a plan to qualify U.S. or Canadian sources expeditiously.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Data Requirements List, DD1423

Attachment J.2 – Contract Security Classification Specification, DD254

Attachment J.3 – Value Engineering Guide

Ddl-J20 ATTACHMENT J.3 - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?".

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?".

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?".

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS (figures in percent)

Sharing Agreement

Incentive (Voluntary)		Program Requirement (Mandatory)	
Contract Concurrent Type contract rate	Instant contract and future rate rate	Concurrent and future rate	Instant
Fixed-price (other than incentive) 75/25	75/25	50/50	50/50

Incentive (fixed-price or cost)		*	50/50
*	75/25		
Cost-reimbursement (other than incentive)		75/25	75/25
85/15	85/15		

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their

corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the

government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RESEARCH, DEVELOPMENT, TEST, AND EVALUATION (APR 2003)

(a)Definitions.

(1)"Competent" means the ability of an offeror to satisfy the requirements of the solicitation. This determination is based on a comprehensive assessment of each offeror's proposal including consideration of the specific areas of evaluation criteria in the relative order of importance described in the solicitation.

(2)"Foreign firm" means a business entity owned or controlled by one or more foreign nationals or a business entity in which more than 50 percent of the stock is owned or controlled by one or more foreign nationals.

(3)"U.S. firm" means a business entity other than a foreign firm.

(b)This provision implements Section 222 of the Defense Authorization Act for FYs 1988 and 1989 (Pub. L. 100-180) prohibiting the award of certain contracts, for the conduct of Ballistic Missile Defense (BMD) Program research, development, test, or evaluation (RDT&E), to foreign governments or firms.

(c)Except as provided in paragraph (d) of this provision, any funds appropriated to, or for the use of, the DoD, may not be used to enter into or carry out any contract, including any contract awarded as a result of a broad agency announcement (BAA), with a foreign government or firm if the contract provides for the conduct of RDT&E in connection with the BMD. Foreign governments and firms, however, are encouraged to submit offers since this provision is not intended to restrict BMD access to unique foreign expertise when contract performance requires a level of competency unavailable in the United States.

(d)The prohibition does not apply to a foreign government or firm if--

(1) The contract will be performed within the United States;

(2)The contract is exclusively for RDT&E in connection with antitactical ballistic missile systems;

(3)The foreign government or firm agrees to share a substantial portion of the total contract cost. The foreign share is considered substantial where it is equitable with respect to the relative benefits to be derived from the contract by the United States and the foreign parties. For example, if the contract is more beneficial to the foreign party, its share of the costs should be correspondingly higher; or

(4)The U.S. Government determines that the contract cannot be competently performed by a U.S. firm at a price equal to or less than the price at which the RDT&E can be performed by a foreign government or firm.

(e)The Offeror (____) is (____) is not a U.S. firm.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
252.217-7026	Identification of Sources of Supply	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Karen D. Lenox, Code XDS11D, 17320 Dahlgren Road, Dahlgren, Virginia 22448-5100.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 50 pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details

concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	
1	1
Volume II, Technical Proposal	
1	1
Volume III, Cost or Price Proposal	
1	1

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L20 TECHNICAL PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the

product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how he intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.

(c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that he will provide the make and model specified, he need not address the salient characteristics included in the Description/Specification/Work Statement. He need only include the following statement - "Requested Brand Name will be supplied." Offerors of the specified make or model should also address all other areas of the specifications.

(d) The proposal shall demonstrate a thorough understanding of the Standard Missile program and the associated fabrication efforts associated with the Shroud Fragmenting Assemblies. If the contractor plans to subcontract any of this tasking, all subcontracts must be identified and are subject to Government approval including, at a minimum, demonstration that they are qualified Shroud Fragment Assembly vendors. The contractor shall identify the facility or facilities and equipment required for completion of this tasking and shall provide adequate documentation to support the adequacy of those facilities and equipment for proposed tasking. The contractor shall identify all required materials in support of identified CLINS and shall address ability to procure required materials in a timely manner such to meet the Government's desired delivery requirements. The contractor shall provide documentation which supports a thorough understanding of the requirements of drawings No. 7497407 and 7497409. The contractor shall describe how the items will be fabricated.

Minimum Requirement

1. Prequalification: The contractor shall demonstrate that they and any proposed subcontractors are qualified as a Shroud Fragment Assembly vendor.

Ddl-L30 PRICE PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable", your cooperation is requested in submitting the following information:

(a) A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

(b) A statement that such catalog or established price list:

(1) Is regularly maintained.

(2) Is published or otherwise available for inspection by customers.

(3) States the prices at which sales are currently made to a number of buyers.

(c) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

(d) A statement that the quoted prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

If the offeror is unable to provide the information requested above, the offeror is requested to submit the following pricing information on the three most recent sales of the items being procured or similar items. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible, and should be on quantities similar to this solicitation

Date of Customer Sale Contract No.	Customer Quantity Name/Phone No.	Unit Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The offeror shall furnish the following breakdown of cost with their offer:

CLIN 0001: SHROUD FRAGMENT ASSEMBLY PER UNIT COST

DIRECT LABOR:

<u>Price</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Hours</u>	<u>Extended</u>
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OVERHEAD:

<u>Price</u>	<u>Overhead Rate</u>	<u>Extended</u>
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MATERIAL COSTS (identify if material handling charge is used and rate)

<u>Material</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Extended Price</u>
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G&A;	G&A Rate	Extended Price
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PROFIT:	Proposed Profit	Extended
<u>Price</u>		

Total Per Unit Cost: \$

CLIN 0002: MANUFACTURE OF AFT PLATES

DIRECT LABOR:	Labor Category	Labor Rate	Hours	Extended
<u>Price</u>				

OVERHEAD:	Overhead Rate	Extended
<u>Price</u>		

MATERIAL COSTS (identify if material handling charge is used and rate)

Material	Qty	Unit Cost	Extended Price
----------	-----	-----------	----------------

G&A;	G&A Rate	Extended Price
------	----------	----------------

PROFIT:	Proposed Profit	Extended
<u>Price</u>		

Total Per Unit Cost: \$

CLIN 0002: MANUFACTURE OF MISCELLANEOUS HARDWARE

This section of your cost breakdown shall include, at a minimum, a list of known relevant materials and available per unit costs for those materials (for price comparison purposes) along with identification of and a breakdown of your proposed fully loaded labor rates for the broadest range of possible manufacturing scenarios. This CLIN carries a Not-to-Exceed (NTE) amount. You are not expected to back into the NTE amount, rather to provide general information that will permit adequate price analysis at the unit cost level. Your breakdown will be used not only for price analysis purposes, but will also be used to assess your understanding of the basic requirements of this effort.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by [date should be at least 2 weeks after the solicitation is issued].

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

HQ L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or

(4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:

(i) is not yet in use; or

(ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

Form Approved
OMB No. 0704-0188

Public reporting for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the contract/PR No. listed in Block E.

[illegible]

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">CONFIDENTIAL</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">CONFIDENTIAL</div>	
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)			3. THIS SPECIFICATION IS: (x and complete as applicable)		
a. PRIME CONTRACT NUMBER X N00178-05-R-1022			a. ORIGINAL (Complete date in all cases) X		Date (YYMMDD) 050125
b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)		Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)		Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE RALOID CORPORATION 109 WABASH AVENUE REISTERSTOWN MD 21136		b. CAGE CODE 33115	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 938 ELKRIDGE LANDING ROAD LINTHICUM MD 21090-2917		
7. SUBCONTRACTOR					
a. NAME, ADDRESS AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT FABRICATION OF SHROUD FRAGMENTING ASSEMBLIES IN ACCORDANCE WITH NAVSEA DRAWING 7497407.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		
k. OTHER (Specify)					

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☐ Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFICATION GUIDE: OPNAVINST S5513.3B(63), FOR STANDARD MISSILE, DTD 17 JUN 1998

SCG TO BE PROVIDED TO RALOID CORPORATION BY COR.

SEE ATTACHED SHEETS.

KRAIG E. RICHARDSON, G22, (540) 653-4856
Contracting Officer's Representative

Estimated completion date: 090430

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) ☐ Yes ☒ No

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) ☐ Yes ☒ No

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

BRENDA F. BENNETT

b. TITLE

Contracting Officer's Security
Representative

c. TELEPHONE (Include Area Code)

(540) 653-3682

d. ADDRESS (Include Zip Code)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, XDC94
DAHLGREN VA 22448-5100

e. SIGNATURE

Brenda F. Bennett

17. **REQUIRED DISTRIBUTION**

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

CONTINUATION SHEET - DD FORM 254

All reports containing scientific/technical information (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement: (For Intelligence Data - See Statement Below)*:

"Distribution authorized to U.S. GOVERNMENT AGENCIES ONLY; TEST AND EVALUATION"; (Date statement applied). Other requests for this document must be referred to Commander, Dahlgren Division, Naval Surface Warfare Center, Code G22, Dahlgren, VA 22448-5100.

*Intelligence data reports - distribution statement as follows:
"FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDER, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (CODE T53), DAHLGREN, VA 22448-5100 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52)",

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR). For intelligence data reports see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCDD. For intelligence data reports see the intelligence supplement.

CONTINUATION SHEET - DD FORM 254

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DOD or national intelligence agencies) shall have "NEED-TO-KNOW" certified by the individual identified in Item 13.. Visit requests for subcontractors to activities other than IC activities will have "NEED-TO-KNOW" certified by the prime contractor. Requests for all visits to IC activities shall have "NEED-TO-KNOW" certified by the NSWCDD Senior Intelligence Officer (SIO). All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date. Certifications to IC activities shall be on a case-by-case basis.

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to intended visit.

Any material produced under the terms of this contract will be classified directly from the source document(s) from which it was obtained. It will be marked with the most restrictive downgrading/declassification statement contained in such documents.

INTELLIGENCE INFORMATION

Intelligence information required in connection with performance shall be acquired under the direction of the Dahlgren Division, Naval Surface Warfare Center (NSWCDD) Scientific and Technical Intelligence Office (STILO), Code T53. Foreign intelligence will be provided in accordance with DOD Directive, DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C and NSWCDD Instructions 3880.6A and 3811.1C.

The following conditions of release apply to Foreign Intelligence information.

a. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all foreign intelligence released and any material using data from such intelligence shall be returned to the NSWCDD Senior Intelligence Officer (SIO) for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the NSWCDD SIO may the contractor retain such material.

b. The contractor shall not release the foreign intelligence material to any activity or person of the contractors organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of the level of their security clearance or access authorization, without the prior approval of ONI-52 via the NSWCDD SIO.

d. Intelligence material shall not be reproduced without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.

CONTINUATION SHEET - DD FORM 254

e. The contractor shall maintain records which contain the names of all individuals granted access to foreign intelligence material in the contractor's custody. These records shall be furnished to the NSWCDD Contracting Officer or the NSWCDD SIO on demand. The contractor shall ensure all individuals granted access to foreign intelligence information are aware of and abide by the controls set forth above.

Foreign intelligence is defined in SECNAVINST 5510.36 as the product from the collection, evaluation, analysis, integration, and interpretation of intelligence information about a foreign power and which is significant to the national security, foreign relations, or economic interests of the U.S. and which is provided by a Government agency that is assigned an intelligence mission.